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SILVERSWORD PROPERTIES, LLC

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA

[Sacramento Division]

In re:)	Case No. 10-51840-A-11
ROCKLIN FAMILY)	DC No. TF-1
ENTERTAINMENT, LLC,)	
Debtor in Possession.)	Date: January 14, 2011
)	Time: 10:00 a.m.
)	Dept: A Crtrm: 28
)	Judge: Hon. Michael S. McManus

**JOINDER OF LANDLORD SILVERSWORD PROPERTIES, LLC,
 IN MOTION TO CONVERT TO CHAPTER 7 CASE OR ALTERNATIVELY,
 TO DISMISS FILED BY TL MEADOWS, LLC
 (Docket Control No. TF-1)**

Silversword Properties, LLC ("Silversword") is the landlord of the premises known as 5681 Lonetree Boulevard, Rocklin, California ("Leased Premises") from which the debtor operates its bowling facility. As is stated on page 3 of the memorandum of points and authorities in support of the Motion to Convert to Chapter 7 Case or Alternatively, to Dismiss Filed by TL Meadows, LLC ("Motion"), and supported by portions of Kelvin Moss's declaration, Silversword is owed at least \$1,624,922.08 in past due pre-petition lease obligations. In addition, the debtor has not yet made any post-petition rental payments; nor does Silversword believe the debtor is likely to do so.

1 Pursuant to Section 365(b)(1), if there has been a default in an unexpired lease of
2 the debtor in possession, the debtor in possession cannot assume the lease unless at the
3 time of the assumption the debtor in possession cures, or provides adequate assurance that
4 the debtor in possession will promptly cure, the default and, among other things, provide
5 adequate assurance of future performance under the lease. 11 U.S.C. Section
6 365(d)(4)(A) gives the debtor in possession the earlier of (a) 120 days after the order for
7 relief, or (b) entry of an order confirming the plan, to assume a lease and that time period
8 can be extended for cause. There is no way this debtor could possibly cure lease
9 arrearages of this magnitude. Therefore, the debtor will not be able to assume the
10 Silversword lease.

11 Simply put, there is nothing to reorganize in this case and the case should be
12 dismissed. Conversion to Chapter 7 will serve little purpose, since it appears there will be
13 minimal unencumbered assets to liquidate for the benefit of unsecured creditors.

14 WHEREFORE, Silversword asks that this Court dismiss this bankruptcy case.

15 Respectfully submitted,

16 **MEEGAN, HANSCHU & KASSENBRICK**

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19 DATED: 11/2/21/10

By: 

DAVID M. MEEGAN

Attorneys for Silversword Properties, LLC